

IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

_____)	
BRANDMORTGAGE GROUP, LLC,)	
)	
Plaintiff,)	
)	
v.)	Civil Action File
)	
FIRST AMERICAN TITLE)	Number 2019CV323382
INSURANCE COMPANY,)	
)	
Defendant.)	
_____)	

ANSWER AND DEFENSES OF DEFENDANT
FIRST AMERICAN TITLE INSURANCE COMPANY

COMES NOW First American Title Insurance Company (“First American” or “Defendant”), named as a defendant herein, and for its answer to the complaint filed by BrandMortgage Group, LLC (“Brand” or “Plaintiff”), respectfully shows the Court as follows:

FIRST DEFENSE

Brand’s complaint fails to state a claim upon which relief may be granted against First American.

SECOND DEFENSE

Brand’s claims are barred due to failure of consideration.

THIRD DEFENSE

Brand's claims are barred by the doctrines of waiver and estoppel.

FOURTH DEFENSE

Any alleged damages suffered by Brand were caused by its own acts or omissions, or by those of its own agents.

FIFTH DEFENSE

Any alleged damages suffered by Brand were caused by third parties whose acts and omissions are not attributable to First American

SIXTH DEFENSE

Responding to the individually-numbered paragraphs of the complaint, First American shows the Court as follows:

THE PARTIES

1.

First American is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 1.

2.

First American admits the allegations contained in paragraph 2.

JURISDICTION AND VENUE

3.

First American admits the allegations contained in paragraph 3.

4.

First American admits the allegations contained in paragraph 4.

5.

First American denies each and every allegation contained in paragraph 5.

FACTS

6.

First American is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 6.

7.

First American is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 7.

8.

First American is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 8.

9.

First American is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 9.

10.

First American is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 10.

11.

First American is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 11.

12.

First American admits the allegations contained in paragraph 12.

13.

First American is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in the first sentence of paragraph 13. First American admits the allegations contained in the second sentence of paragraph 13.

14.

First American is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 14.

15.

First American denies each and every allegation contained in paragraph 15.

16.

To the extent the allegations contained in paragraph 16 purport to refer to a written document, the contents of that document speak for themselves, and First American denies the allegations contained in paragraph 16 to the extent inconsistent therewith. First American denies the remaining allegations contained in paragraph 16.

17.

First American admits that the CPL attached to the complaint as Exhibit “B” was issued to Brand. First American further states that the CPL is a written document, the contents of which speak for themselves, and First American denies the allegations contained in paragraph 17 to the extent inconsistent therewith. First American denies the remaining allegations contained in paragraph 17.

18.

First American denies each and every allegation contained in paragraph 18.

19.

First American denies each and every allegation contained in paragraph 19.

20.

First American denies each and every allegation contained in paragraph 20.

21.

First American is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 21.

22.

First American is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 22.

23.

First American denies each and every allegation contained in paragraph 23.

24.

First American denies each and every allegation contained in paragraph 24.

25.

First American denies each and every allegation contained in paragraph 25.

26.

The allegations contained in paragraph 26 purport to refer to a written document, the contents of which speak for themselves, and First American denies the allegations contained in paragraph 26 to the extent inconsistent therewith.

27.

First American is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 27.

28.

First American is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 28.

29.

First American denies the allegations contained in the first sentence of paragraph 29. First American is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in paragraph 29.

30.

First American denies the allegations contained in the first sentence of paragraph 30. First American is without knowledge or information sufficient to form a belief as to the truth of remaining allegations contained in paragraph 30.

31.

Defendant is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 31.

32.

First American denies the allegations contained in the first sentence of paragraph 32. The remaining allegations contained in paragraph 32 purport to refer to a written document, the contents of which speak for themselves, and First American denies the remaining allegation contained in paragraph 32 to the extent inconsistent therewith.

33.

On information and belief, First American admits the allegations contained in paragraph 33.

34.

First American is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 34.

35.

First American admits only that, on information and belief, Brand funded the loan on or about May 24, 2019 via a wire transfer to the Cigelske Firm. First American denies the remaining allegations contained in paragraph 35.

36.

First American admits the allegations contained in paragraph 36.

37.

First American admits only that it has denied Brand's request for reimbursement under the CPL in accordance with the terms of the CPL. First American denies the remaining allegations contained in paragraph 37.

38.

First American denies each and every allegation contained in paragraph 38.

COUNT ONE – ALLEGED BREACH OF THE CPL

39.

First American incorporates herein by this reference its responses to the above paragraphs as though fully restated herein.

40.

First American denies each and every allegation contained in paragraph 40.

41.

First American denies each and every allegation contained in paragraph 41.

42.

First American admits only that Brand has notified First American of an alleged loss. First American denies each and every remaining allegation contained in paragraph 42.

43.

First American denies each and every allegation contained in paragraph 43.

44.

First American denies each and every allegation contained in paragraph 44.

45.

Each and every averment, prayer, allegation, matter or thing not expressly addressed herein is hereby denied.

WHEREFORE, having answered Brand's complaint, First American prays that the complaint, and any action therein, be dismissed, with costs cast against Brand, and that it have such other and further relief as this Court deems just and proper under the circumstances.

[signature on following page]

This the 5th day of August, 2019.

Respectfully submitted,

COLES BARTON LLP

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CERTIFICATE OF SERVICE AND COMPLIANCE

This is to certify that today I electronically filed the within and foregoing **Answer and Defenses of Defendant First American Title Insurance Company** and have served all parties who have appeared in this case using the CM/ECF System, which will automatically generate an e-mail notification of such filing to all the attorneys of record listed with the Clerk of Court.

Pursuant to Local Rule 5.1C, the undersigned counsel for Defendants hereby certifies that the foregoing document was prepared in Times New Roman, 14 point font.

Respectfully submitted this the 5th day of August, 2019.

/s/ Aaron P.M. Tady

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